

#33  
10-6-05

**RESOLUTION NO.**

**WHEREAS**, the house located on the property locally known as 1815 Waterston Avenue (the Thompson-Carter House), although over 50 years old, has had most of its historical significance compromised by a lack of upkeep and by modifications which are not in keeping with the original style of the house and the original materials used in the structure;

**WHEREAS**, the 1:1 wood frame windows shown in the 2000 Clarksville survey have been replaced with modern vinyl 6:6 windows, which are not in keeping with the design of the original structure;

**WHEREAS**, the front porch on the house has been modified;

**WHEREAS**, the house has neither architectural nor historical significance;

**WHEREAS**, the exterior of the house has sheet paneling as siding; and

**WHEREAS**, the owner of the house, Apante Investments, L.P., has reached an agreement with the Clarksville Community Development Corporation, attached as Exhibit "A" ("Agreement"), which provides for the use of original materials and restoration of the façade of the front of the house, as outlined in the Agreement; **NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:**

That the City Council, in recognition of the significant deterioration and compromise of the materials and original design of the Thompson-Carter

House, and in recognition of the Agreement, which provides for both preservation and restoration of the structure on a modified basis, denies historic zoning to the Thompson-Carter House under Case No. C14H-05-0006.

**ADOPTED:** \_\_\_\_\_, 2005

**ATTEST:** \_\_\_\_\_

Shirley A. Brown  
City Clerk

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## EXHIBIT A

### Agreement:

The agreement is between the Clarksville Community Development Corporation (CCDC) and Apante Investments LP. (Apante), owner of the house located at 1815 Waterston Avenue. The parties have entered this agreement in an attempt to preserve as much of the original construction of the house as is reasonably feasible. The following are the settlement issues to the agreement.

1. After pouring the new foundation and constructing a stud wall on the inside, Apante will deconstruct the house, numbering and salvaging the siding boards and battens for re-use on the three outside walls of the front two rooms of the house after pouring the new foundation. Apante will salvage and re-use all boards and battens in good or repairable condition and replace any deteriorated boards and battens in kind in the front two rooms of the house.
2. Apante will rebuild the existing front part of the house in the current footprint and similar configuration.
3. Apante may demolish the shed-roofed rear additions and construct a new addition on the rear of the house.
4. Apante may install a horizontal board across the bottom of the house to hide any deteriorated sections of boards and battens.
5. Apante shall replace the existing windows in the front part of the house with wood windows that reflect the original character of the house.
6. Apante may re-configure the front porch to extend it along the entire front of the house.
7. Apante shall present plans for the new addition to the Historic Landmark Commission for review of his building permit application.
8. In consideration for the above, the CCDC shall support Apante's application for a building permit.

Douglas Baylor  
Douglas Baylor, for the  
Clarksville Community Development Corporation

Virgilio Altamirano  
Virgilio Altamirano, for Apante Investments, L.P.

9/26/2005  
Date

9/26/05  
Date: